

FILED

2012 NOV 21 AM 11:45
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

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8 LULULEMON USA INC.

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 REBEKAH GEARE, an individual;
12 RAIN MITCHELL, an individual; on
13 behalf of themselves, and on behalf of
all others similarly situated,

14 Plaintiffs,

15 v.

16 LULULEMON USA INC., and DOES
17 1-100, inclusive,

18 Defendant.

11 NOV 12 9996 -SJO
12 (JEM)
13 (Los Angeles County Superior Court
Case No. BC493741)

NOTICE OF REMOVAL OF CIVIL
ACTION TO FEDERAL COURT

19
20 TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL
21 DISTRICT OF CALIFORNIA AND TO PLAINTIFFS AND THEIR COUNSEL
22 OF RECORD:

23 PLEASE TAKE NOTICE that Defendant lululemon USA, Inc.
24 ("Defendant") hereby files this notice of removal pursuant to 28 U.S.C. §§ 1331
25 and 1441(a). Defendant's removal of this matter is based on the grounds set forth
26 below.

27 /////

28 /////

INTRODUCTION

This case is hereby removed from state court to federal court because at the time the Complaint was filed and at this time, Plaintiffs assert claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 206 and 207 (failure to pay minimum wage and overtime compensation). These claims arise under the laws of the United States. *See* 28 U.S.C. §§ 1331, 1441(a).

THE STATE COURT ACTION

On October 12, 2012, Plaintiffs Rebekah Geare and Rain Mitchell, on behalf of themselves and all others similarly situated, commenced an action in the Superior Court of California in and for Los Angeles County entitled *Geare v. Lululemon USA, Inc.*, Case No. BC493741 (“Complaint”). Defendant is the former employer of Plaintiffs. The Complaint alleges fourteen causes of action, including “Failure to Pay Minimum Wages [FLSA 29 U.S.C. § 206]” and “Failure to Pay Overtime Compensation [FLSA 29 U.S.C. § 207].” Plaintiffs’ other twelve causes of action allege myriad violations of California law. A true and correct copy of the Complaint, Summons and all other documents served on Defendant is attached hereto as Exhibit A.

Plaintiffs served the Summons and Complaint on Defendant on October 22, 2012.

JOINDER

Defendant is not aware of any other defendant having been served with a copy of Plaintiffs’ Complaint. *See generally* 28 U.S.C. § 1446(b)(2)(A).

FEDERAL QUESTION JURISDICTION

The district courts of the United States have original jurisdiction over claims “arising under the . . . laws . . . of the United States.” 28 U.S.C. § 1331. Under 28 U.S.C. § 1441(a), a “civil action brought in a State court of which the district courts of the United States have original jurisdiction” may be removed by the defendant to the “district court of the United States for the district and division embracing the

1 place where such action is pending.”

2 Here, Plaintiffs allege that Defendant violated federal law by failing to pay
3 required minimum wages and overtime compensation. Specifically, Plaintiffs
4 allege that Defendant violated the FLSA, 29 U.S.C. §§ 206 and 207. Consequently,
5 Plaintiffs’ claims “arise under the . . . laws . . . of the United States” and should be
6 adjudicated in federal court. 28 U.S.C. §§ 1331, 1441(a).¹

7 **COMPLIANCE WITH STATUTORY REQUIREMENTS**

8 Pursuant to 28 U.S.C. § 1446(a), Defendant attaches the Complaint and all
9 documents served as Exhibit A. This is the only process, pleading, or order in the
10 State Court’s file that has been served on Defendant up to the date of filing this
11 Notice of Removal.

12 In accordance with 28 U.S.C. § 1446(b), this Notice is timely filed with this
13 Court. Under Section 1446(b), “a notice of removal may be filed within thirty days
14 after receipt by the defendant, through service or otherwise.” Defendant was served
15 with Plaintiffs’ Complaint on October 22, 2012. Accordingly, this Notice is timely.

16 As required in 28 U.S.C. § 1446(d), Defendant will provide written notice of
17 the filing of this Notice of Removal to Pawel R. Sasik and Andrew J. Sokolowski,
18 attorneys of record for Plaintiffs, and will promptly file a copy of this Notice of
19 Removal with the Clerk for the Superior Court of the State of California in and for
20 the County of Los Angeles.

21 Dated: November 21, 2012

DLA PIPER LLP (US)

22
23 By: 

Merrill F. Storms, Jr.
Benjamin M. Gipson
Katharine J. Liao
Attorneys for Defendant,
LULULEMON USA INC.

24
25
26
27
28 ¹ Defendant expressly reserves all rights to remove under the Class Action Fairness
Act (“CAFA”), 28 U.S.C. § 1332(d) and/or any other grounds for removal.

EXHIBIT A

10/22/12
3:25 PM
AP

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**LULULEMON USA INC.; and DOES 1-100, inclusive**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**REBEKAH GEARE, an individual; RAIN MITCHELL, an individual;
on behalf of themselves, and on behalf of all others similarly situated;FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

OCT 12 2012

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy
Cristina Grijalva**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Stanley Mosk Courthouse, Central District; 111 North Hill Street, Los Angeles, California 90012

CASE NUMBER:
(Número del Caso):

BC 498741

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Pawel R. Sasik; 5350 Topanga Cyn. Blvd., Woodland Hills, CA 91364; 310-571-5206

DATE:
(Fecha)

John A. Clarke

Clerk, by
(Secretario)

CRISTINA GRIJALVA

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

OCT 12 2012

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Lululemon USA Inc.**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☒ by personal delivery on (date): **10-22-12**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): The Law Offices of Pawel R. Sasik; Pawel R. Sasik (SBN 240672); 5350 Topanga Cyn. Blvd., Woodland Hills, CA 91364; The Law Office of Andrew J. Sokolowski; Andrew J. Sokolowski (SBN 226685); 1454 W. 215th Street, Torrance, California 90501		FOR COURT USE ONLY
TELEPHONE NO.: 310-571-5206 FAX NO.: ATTORNEY FOR (Name): Rebekah Geare, et al.		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District, Stanley Mosk Courthouse		
CASE NAME: Geare, et al. v. LuluLemon USA Inc.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 12
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 11, 2012

Pawel R. Sasik

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 [Rev. July 1, 2007]
CIVIL CASE COVER SHEET
 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

 American LegalNet, Inc.
www.FormsWorkflow.com

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: Geare, et al. v. LuluLemon USA Inc.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL: 15 ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: Geare, et al. v. LuluLemon USA Inc.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	① 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Geare, et al. v. LuluLemon USA Inc.	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

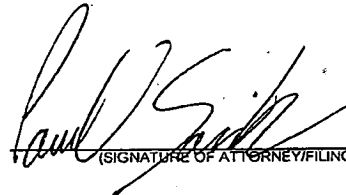
SHORT TITLE: Geare, et al. v. LuluLemon USA Inc.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 11920 San Vicente Blvd.	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90049	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: October 11, 2012


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

NOTICE OF CASE ASSIGNMENT - CLASS ACTION CASES

Case Number BC 408741**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
Judge Kenneth Freeman	322	1702
Judge William F. Highberger	307	1402
Judge Jane Johnson	308	1415
Judge Anthony J. Mohr	309	1409
Judge John Shepard Wiley, Jr.	311	1408
OTHER		

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk

By _____, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What Is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS**CIVIL:**

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.890-3.898 Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program
A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

Information About Alternative Dispute Resolution:

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act ("DRPA"), to provide information about the availability of local dispute resolution programs funded under DRPA. In Los Angeles County, these services are made possible through major support from the Los Angeles County Department of Community and Senior Services through DRPA. The list of the local dispute resolution programs funded in Los Angeles County is set forth below.

Superior Court of California, Los Angeles County, ADR Office (213) 974-5425
www.lasuperiorcourt.org/ADR

Staff and volunteers of the following identified agencies are not employees of the Los Angeles Superior Court:

Asian-Pacific American Dispute Resolution Center (213) 250-8190 www.apadrc.org

California Academy of Mediation Professionals (818) 377-7250 www.mediationprofessionals.org

California Lawyers for the Arts, Arbitration and Mediation Service (310) 998-5590 www.calawyersforthearts.org/

Center for Conflict Resolution (818) 705-1090 www.ccr4peace.org

Inland Valleys Justice Center (909) 621-7479 www.ivjc.org

Korean American Coalition 4.29 Center (213) 365-5999 www.kacla.org

Los Angeles City Attorney's Office Dispute Resolution Program (213) 485-8324
www.lacity.org/mediate

Los Angeles County Bar Association Dispute Resolution Services
(877) 473-7658 (323) 930-1841 (888) 922-1322 (562) 570-1019 www.lacba.org/drs

Los Angeles County Department of Consumer Affairs (213) 974-0825

The Loyola Law School Center for Conflict Resolution (213) 736-1145 www.lls.edu/ccr

City of Norwalk Dispute Resolution Program (562) 929-5603
www.ci.norwalk.ca.us/socialservices2.asp

***These programs do not offer legal advice or help you respond to a summons,
but they can assist in resolving your problem through mediation.***

**Dispute Resolution Programs Act
Contracts Administration Office: (213) 738-2621**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.			
PLAINTIFF:			
DEFENDANT:			
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)			CASE NUMBER:

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- ☐ Mediation
☐ Non-Binding Arbitration
☐ Binding Arbitration
☐ Early Neutral Evaluation
☐ Settlement Conference
☐ Other ADR Process (describe): _____

Dated: _____

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

☐ Additional signature(s) on reverse

Short Title	Case Number
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Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

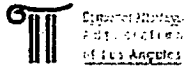


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

PAWEL R. SASIK, SBN 240672
THE LAW OFFICES OF PAWEL R. SASIK
 5350 TOPANGA CANYON BOULEVARD
 WOODLAND HILLS, CALIFORNIA 91364
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 1454 W. 215th Street
 Torrance, California 90501
 Tel.: (310) 210-5610

ATTORNEY FOR PLAINTIFFS
 REBEKAH GEARE, AND RAIN MITCHELL,
 AND FOR THOSE SIMILARLY SITUATED

CONFORMED COPY
 ORIGINAL FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

OCT 12 2012

John A. Clarke, Executive Officer/Clerk
 BY Cristina Grijalva Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC 498741

REBEKAH GEARE, an individual; RAIN
 MITCHELL, an individual; on behalf of
 themselves, and on behalf of all others
 similarly situated;

PLAINTIFFS,

v.

LULULEMON USA INC.; and DOES 1-100,
 inclusive;

DEFENDANTS.

CASE NO.:

Unlimited Civil Case over \$25,000

COMPLAINT

[CLASS ACTION]

1. FAILURE TO PROVIDE MEAL PERIODS [CAL. LAB. CODE §§226.7 and 512];
2. FAILURE TO PROVIDE REST PERIODS [CAL. LAB. CODE §§226.7];
3. FAILURE TO PAY OVERTIME COMPENSATION [CAL. LAB. CODE §§510, 1194 AND 1198];
4. FAILURE TO PAY MINIMUM WAGES [CAL. LAB. CODE § 1182.12, 1194, 1194.2, 1197]
5. FAILURE TO PAY COMPENSATION AT TIME OF TERMINATION [CAL. LAB. CODE §201, 202, 203, 208];
6. FAILURE TO INDEMNIFY AND REIMBURSE FOR EXPENDITURES OR LOSSES IN DISCHARGE OF DUTIES; [CAL. LAB. CODE § 2802]
7. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS [CAL. LAB. CODE §226 et. seq.];
8. FAILURE TO PAY ALL WAGES TWICE EACH MONTH; [CAL. LAB. CODE § 204]
9. FAILURE TO PROVIDE SUITABLE

- 1) AND REASONABLE SEATING [TITLE
- 2) 8 CAL. CODE OF REGULATIONS §
- 3) 11070]
- 4) 10. FAILURE TO PAY VACATION
- 5) COMPENSATION AT TIME OF
- 6) TERMINATION [CAL. LAB. CODE §
- 7) 227.3];
- 8) 11. CONVERSION [CAL. CIVIL CODE
- 9) §§3336, 3294]; and
- 10) 12. UNLAWFUL BUSINESS PRACTICES
- 11) [BUS. & PROF. CODE §17200 et. seq.]
- 12) 13. FAILURE TO PAY MINIMUM WAGES
- 13) FLSA 29 U.S.C. § 206]
- 14) 14. FAILURE TO PAY OVERTIME
- 15) COMPENSATION [FLSA 29 U.S.C. §
- 16) 207]
- 17) JURY TRIAL DEMANDED
- 18) UNLIMITED JURISDICTION
- 19)
- 20)
- 21)
- 22)
- 23)
- 24)
- 25)
- 26)
- 27)
- 28)

COME NOW: Plaintiffs REBEKAH GEARE (hereinafter "GEARE"), and RAIN MITCHELL (hereinafter "MITCHELL") (henceforth GEARE and MITCHELL shall be referred to collectively as "PLAINTIFFS"), individually, and on behalf of all others similarly situated, and alleges as follows:

In general, PLAINTIFFS, and other members of the Class, bring this action as a class action on behalf of all California residents who are current and former employees of LULULEMON USA INC. (hereinafter "LULULEMON" or "DEFENDANT") who worked or are working as, "Educators", "Key Leaders". "Store Managers", and/or "Assistant Managers", at any of LULULEMON's retail California locations.

In addition, PLAINTIFFS, and other members of the Class, bring this action as a class action on behalf of all United States residents who are current and former employees of LULULEMON USA INC. (hereinafter "LULULEMON" or "DEFENDANT") who worked or are working as, "Educators", "Key Leaders". "Store Managers", and/or "Assistant Managers", at any of LULULEMON's retail locations.

VENUE AND JURISDICTION

1. This is a civil action by PLAINTIFFS, on behalf of themselves and all other members of

1 the Class, seeking recovery of unpaid compensation and penalties for: Failure to provide meal
 2 breaks, failure to provide rest breaks, failure to pay overtime compensation, failure to pay
 3 compensation, failure to pay compensation at time of termination, failure to provide accurate wage
 4 statements, failure to pay all wages twice each month, failure to provide suitable seating, failure to
 5 pay unpaid vacation time as wages at time of termination, pre-judgment interest and reasonable
 6 attorneys' fees and costs under Cal. Lab. Code § 201, 202, 203, 204, 208, 210, 226.7, 227.3, 510,
 7 512, 1194, 1198 and, Title 8 Cal. Code Regs. § 11070. PLAINTIFFS, for themselves, and all
 8 other members of the Class alleged herein, also bring an action for conversion, Cal. Civ. Code §
 9 3336 and 3294, as well as for monetary recovery for DEFENDANT's violation of Cal. Bus. And
 10 Prof. Code § 17200, et seq., including full restitution of all compensation and benefits retained by
 11 DEFENDANT as a result of DEFENDANT's unlawful, fraudulent, and unfair business practices.

12 2. PLAINTIFFS are individuals who, during the time periods relevant to this Complaint,
 13 were employed by LULULEMON at one, or more, of its many retail locations in California.

14 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is
 15 proper in the Superior Court of California, County of Los Angeles, State of California.

16 4. Venue as to DEFENDANT is proper in this judicial district pursuant to Cal. Civ. Proc.
 17 Code § 395(a) and § 395.5 because the injuries to the persons complained of herein occurred in the
 18 County of Los Angeles and/or because the DEFENDANT operated and operates LULULEMON's
 19 various retail establishments in the County of Los Angeles, California.

20 PLAINTIFF CLASS

21 5. The acts complained of herein occurred, at least in part, within the last (4) years preceding
 22 the filing of this complaint.

23 6. At its store locations, LULULEMON employs non-exempt workers under different job
 24 titles including Educators", "Key Leaders". "Store Managers", and/or "Assistant Managers". All
 25 store employees are subject to identical or nearly identical policies and procedures related to
 26 employee compensation.

27 7. During the relevant statutory period, class representative PLAINTIFFS, GEARE and
 28 MITCHELL worked as Educators, Key Leaders, Assistant Managers and/or Store Managers for

1 LULULEMON, within the state of California. At all times mentioned herein, the aforementioned
 2 PLAINTIFFS, and the entirety of the Class identified herein, are or were current and former
 3 employees of LULULEMON and;

- 4 a. Were not paid minimum wages for all time worked;
- 5 b. Were not paid overtime;
- 6 c. Were not provided meal periods;
- 7 d. Were not provided rest periods;
- 8 e. Were not paid all compensation owed to them at the time of termination;
- 9 f. Were not provided accurate wage statements;
- 10 g. Were not paid all wages twice each month;
- 11 h. Were not provided suitable and reasonable seating; and
- 12 i. Were not paid all vacation time pay at time of termination.

13 DEFENDANTS

14 8. LULULEMON, operates clothing stores that sell athletic wear. Upon information and
 15 belief, LULULEMON operates approximately 30 stores dispersed throughout California, and 182
 16 stores dispersed throughout the United States, and at all times during the Class Period was:

- 17 a. A company organized and existing under the laws of Nevada, and was and is
- 18 registered to do business in California;
- 19 b. The current and/or former employer of the putative CLASS members;
- 20 c. Failed to provide meal periods;
- 21 d. Failed to provide rest periods;
- 22 e. Failed to pay overtime;
- 23 f. Failed to pay all compensation owed to employees at the time of termination;
- 24 g. Failed to provide accurate wage statements;
- 25 h. Failed to pay all wages twice each month;
- 26 i. Failed to provide suitable and reasonable seating; and
- 27 j. Failed to pay all vacation time pay at time of termination.

28 9. The true names and capacities, whether individual, corporate, subsidiary, partnership,

1 associate or otherwise of defendant Does 1 through 100, inclusive, are unknown to PLAINTIFFS
 2 who therefore sue these defendants by such fictitious names pursuant to Cal. Civ. Proc. Code §
 3 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true names and
 4 capacities of Does 1 through 100, inclusive, when they are ascertained.

5 10. PLAINTIFFS are informed and believe, and based upon that information and belief allege
 6 that the Defendants named in this Complaint, including Does 1 through 100, inclusive, are
 7 responsible in some manner for one or more of the events and happenings that proximately caused
 8 the injuries and damages hereinafter alleged.

9 11. PLAINTIFFS are informed and believe, and based upon that information and belief allege,
 10 that the defendants named in this Complaint, including Does 1 through 100, inclusive, are, and at
 11 all times mentioned herein were, agents, servants, and/or employees of each of the other
 12 defendants and that each defendant was acting within the course of scope of his, hers or its
 13 authority as the agent, servant and/or employee of each of the other defendants. Consequently, all
 14 the defendants are jointly and severally liable to PLAINTIFFS and the other members of the
 15 CLASS, for the damages sustained as a proximate result of their conduct.

16 THE CONDUCT

17 12. GEARE and MITCHELL were employees of LULULEMON at one of LULULEMON's
 18 retail locations.

19 13. GEARE was hired by LULULEMON, to work at LULULEMON's Brentwood retail
 20 location as an Educator on or about July 11, 2011.

21 14. GEARE satisfactorily performed all of her duties as an Educator for LULULEMON during
 22 her employment with LULULEMON.

23 15. GEARE no longer works for LULULEMON.

24 16. MITCHELL was hired by LULULEMON, to work at one of LULULEMON's numerous
 25 retail locations, as an Key Leader on or about March 2010.

26 17. MITCHELL satisfactorily performed all of her duties as a Key Leader for LULULEMON
 27 during her employment with LULULEMON.

28 18. MITCHELL worked at numerous LULULEMON locations during her employment with

1 LULULEMON, including the LULULEMON Brentwood location, the LULULEMON Malibu
2 location, and the LULULEMON Calabasas Location.

3 19. MITCHELL worked for LULULEMON as a "Key Leader" until about October of 2009.

4 20. Educators, Key Holders, Store Managers, and Assistant Store Managers are paid an hourly
5 wage. Educators, Key Holders, Store Managers, and Assistant Store Managers are similarly
6 situated in that they share common job duties and descriptions and are all subject to
7 LULULEMON's policy and practice that denies them wage premiums for missed meal periods.

8 21. The right to meal and rest periods has been codified in sections 226.7 and 512 of the
9 California Labor Code. At all relevant times mentioned herein, section 226.7 provided:

10 (a) No employer shall require any employee to work during any meal or rest
period mandated by an applicable order of the Industrial Welfare Commission.

11 (b) If an employer fails to provide an employee a meal period or rest period in
12 accordance with an applicable order of the Industrial Welfare Commission, the
13 employer shall pay the employee one additional hour of pay at the employee's
regular rate of compensation for each work day that the meal or rest period is not
provided.

14 Cal. Lab. Code § 226.7.

15 22. Employers are required to schedule meal periods before the end of the fifth hour of work.

16 At all times relevant herein, Commission wage order No. 7-2001, codified as section 11070 of 8
17 California Code of Regulations, provided, in relevant part:

18 11. Meal Periods

19 (A) No employer shall employ any person for a work period of more than five (5)
20 hours without a meal period of not less than 30 minutes, except that when a work
period of not more than six (6) hours will complete the day's work the meal period
may be waived by mutual consent of the employer and the employee.

21 (B) An employer may not employ an employee for a work period of more than ten
22 (10) hours per day without providing the employee with a second meal period of
23 not less than 30 minutes, except that if the total hours worked is no more than 12
hours, the second meal period may be waived by mutual consent of the employer
and the employee only if the first meal period was not waived.

24 (C) Unless the employee is relieved of all duty during a 30 minute meal period,
25 the meal period shall be considered an "on duty" meal period and counted as time
26 worked. An "on duty" meal period shall be permitted only when the nature of the
work prevents an employee from being relieved of all duty and when by written
27 agreement between the parties an on-the-job paid meal period is agreed to. The
written agreement shall state that the employee may, in writing, revoke the
agreement at any time.

28 (D) If an employer fails to provide an employee a meal period in accordance with

1 the applicable provisions of this order, the employer shall pay the employee one
2 (1) hour of pay at the employee's regular rate of compensation for each workday
3 that the meal period is not provided. (E) In all places of employment where
employees are required to eat on the premises, a suitable place for that purpose
shall be designated.

4 8 Cal. Code Regs. § 11070.

5 23. During PLAINTIFFS, and other members of the Class', employment with LULULEMON,
6 PLAINTIFFS, and other members of the Class, were not provided with meal periods before the
7 end of the fifth hour of work. LULULEMON, by and through its officers, directors and managing
8 agents, intentionally and systematically promulgated and enforced policies under which Educators,
9 Key Holders, Store Managers, and Assistant Store Managers, regularly worked more than five
10 hours per day without being allowed one meal period of at least 30 minutes during which the
11 worker was relieved of all of his or her respective job duties. Throughout the relevant period,
12 Educators, Key Holders, Store Managers, and Assistant Store Managers frequently were required
13 to forego their meal periods, in order, for example, to attend to customers, or answer other
14 employees' questions.

15 24. In addition to not being properly provided a first 30-minute meal period, Educators, Key
16 Holders, Store Managers, and Assistant Store Managers were not provided a second 30-minute
17 meal period despite working ten hours or more per day.

18 25. PLAINTIFFS, and other Educators, Key Holders, Store Managers, and Assistant Store
19 Managers were not provided with an additional hour of pay for each workday that the meal period
20 was not properly provided.

21 26. LULULEMON's failure to pay Educators, Key Holders, Store Managers, and Assistant
22 Store Managers for missed meal periods systematically violated the mandatory requirements of
23 sections 226.7 and 512 of the California Labor Code and Commission wage order No. 7-2001,
24 codified as section 11070 of 8 California Code of Regulations. As a result, Educators, Key
25 Holders, Store Managers, and Assistant Store Managers were routinely denied proper
26 compensation for missed meal periods. In addition to being prevented from enjoying their legally
27 mandated meal periods, PLAINTIFFS, and other members of the Class, were prevented from
28 enjoying rest periods required by law.

27. At all times relevant herein, Commission wage order No. 7-2001, codified as section 11070 of 8 California Code of Regulations, provided, in relevant part:

12. Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

8 Cal. Code Regs. § 11070.

28. LULULEMON, by and through its officers, directors and managing agents, intentionally and systematically promulgated and enforced policies under which Educators, Key Holders, Store Managers, and Assistant Store Managers regularly worked more than four hours per day without being allowed one or more paid rest periods of at least ten minutes during which the worker was relieved of all of his or her respective job duties. Throughout the relevant period, Educators, Key Holders, Store Managers, and Assistant Store Managers frequently were required to forego their rest periods, in order, for example, to attend to customers, or answer questions regarding the operations of the store from other employees. Educators, Key Holders, Store Managers, and Assistant Store Managers were not provided with an additional hour of pay for each workday that the rest period was not properly provided.

29. During PLAINTIFFS', and other members of the Class', employment with LULULEMON, PLAINTIFFS, and other members of the Class, did not receive appropriate overtime pay.

30. LULULEMON's failure to pay PLAINTIFFS for working through rest periods systematically violated the mandatory requirements of sections 226.7, 512, and 1198 of the California Labor Code and Commission wage order No. 7-2001, codified as section 11070 of 8

1 California Code of Regulations.

2 31. LULULEMON's practices violate section 1198 of the California Labor Code which
3 provides:

4 The maximum hours of work and the standard conditions of labor fixed by the
5 commission shall be the maximum hours of work and the standard conditions of
6 labor for employees. The employment of any employee for longer hours than
7 those fixed by the order or under conditions of labor prohibited by the order is
unlawful.

8 Cal. Lab. Code § 1198.

9 32. Section 1198 refers to "conditions of labor prohibited by the order [of the Commission]"
10 and therefore incorporates by reference Commission wage order No. 7-2001. DEFENDANT
11 violated section 1198 by employing PLAINTIFFS, and other members of the class "under
12 conditions of labor prohibited by the order." Cal. Lab. Code § 1198.

13 33. At all relevant times mentioned herein, section 510(a) of the California Labor Code
14 provided, in part:

15 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
16 in one workday and any work in excess of 40 hours in any one workweek and the
17 first eight hours worked on the seventh day of work in any one workweek shall be
18 compensated at the rate of no less than one and one-half times the regular rate of
19 pay for an employee. Any work in excess of 12 hours in one day shall be
20 compensated at the rate of no less than twice the regular rate of pay for an
employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate
of pay of an employee. Nothing in this section requires an employer to combine
more than one rate of overtime compensation in order to calculate the amount to
be paid to an employee for any hour of overtime work.

21 Cal. Lab. Code § 510(a).

22 34. Section 1194 of the California Labor Code provided:

23 Notwithstanding any agreement to work for a lesser wage, any employee
24 receiving less than the legal minimum wage or the legal overtime compensation
25 applicable to the employee is entitled to recover in a civil action the unpaid
26 balance of the full amount of this minimum wage or overtime compensation,
including interest thereon, reasonable attorney's fees, and costs of suit.

27 Cal. Lab. Code § 1194(a).

28 35. PLAINTIFFS and other members of the Class, are entitled to accrued but unpaid minimum

1 wages and overtime on account of the services they performed for DEFENDANT when they:
2 worked through their meal periods, worked through rest periods, worked after clocking out, and
3 worked outside of regular business hours promoting DEFENDANT's business.

4 36. In addition, DEFENDANT required PLAINTIFFS, and other members of the Class, to
5 drive their own vehicles and travel between store locations, to banks, to offsite storage facilities,
6 and/or to jobsites. PLAINTIFFS, and other members of the Class, incurred mileage expenses
7 associated with the travel and did not receive reimbursement. California Labor Code section 2802
8 requires every employer to indemnify its employees "for all necessary expenditures or losses
9 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
10 her obedience to the directions of the employer." Labor Code section 2802(b) provides: "All
11 awards made by a court . . . for reimbursement of necessary expenditures under this section shall
12 carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on
13 which the employee incurred the necessary expenditure or loss." Labor Code section 2802(c)
14 provides that the term "necessary expenditures or losses" shall include all reasonable costs,
15 including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted
16 by section 2802.

17 37. In light of LULULEMON's failure to pay wage premiums for missed meal periods, wage
18 premiums for missed rest periods, and proper overtime, it failed to provide accurate wage
19 statements to Educators, Key Holders, Store Managers, and Assistant Store Managers, and other
20 members of the Class, identifying all gross wages earned, net wages earned, and all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours worked at each
22 hourly rate. At all relevant times mentioned herein, section 226 of the California Labor Code
23 provided:

24
25 (a) Every employer shall, semimonthly or at the time of each payment of wages,
26 furnish each of his or her employees, either as a detachable part of the check,
27 draft, or voucher paying the employee's wages, or separately when wages are paid
28 by personal check or cash, an accurate itemized statement in writing showing (1)
gross wages earned, (2) total hours worked by the employee, except for any
employee whose compensation is solely based on a salary and who is exempt
from payment of overtime under subdivision (a) of Section 515 or any applicable

order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

...
(e) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Cal. Lab. Code § 226

38. During their employment with Defendant, Educators, Key Holders, Store Managers, and Assistant Store Managers were systematically deprived of wage statements that complied with the requirements of section 226 of the California Labor Code.

39. In light of LULULEMON's failure to pay wage premiums for missed meal periods, wage premiums for missed rest periods, and proper overtime, Defendant willfully failed to pay wages promptly upon Educators, Key Holders, Store Managers, and Assistant Store Managers' termination or resignation.

40. California Labor Code sections 201 and 202 provided that employees must receive wages earned and unpaid promptly upon termination or resignation. At all relevant times mentioned herein, the relevant portion of section 201(a) of the California Labor Code provided: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Cal. Lab. Code § 201(a).

41. At all relevant times mentioned herein, the relevant portion of section 202(a) of the

1 California Labor Code provided: "If an employee not having a written contract for a definite
 2 period quits his or her employment, his or her wages shall become due and payable not later than
 3 72 hours thereafter." Cal. Lab. Code § 202(a).

4 42. At all relevant times mentioned herein, section 203 of the California Labor Code provided:

5 If an employer willfully fails to pay, without abatement or reduction, in
 6 accordance with Sections 201, 201.5, 202 and 202.5, any wages of an employee
 7 who is discharged or who quits, the wages of the employee shall continue as a
 8 penalty from the due date thereof at the same rate until paid or until action
 therefore is commenced; but the wages shall not continue for more than 30 days.

9 Cal. Lab. Code § 203.

10 43. Because Educators, Key Holders, Store Managers, and Assistant Store Managers who were
 11 separated from their employment did not receive wage premiums for missed meal periods, wage
 12 premiums for missed rest periods, off-the-clock work, and proper overtime pay, they were not paid
 13 all their wages at the time of discharge. Because DEFENDANT willfully failed to pay wages
 14 earned on account of their work, Educators, Key Holders, Store Managers, and Assistant Store
 15 Managers are entitled to the statutory maximum of thirty days of continuing wages under Labor
 Code section 203.

16 44. At all At all times relevant herein, California Labor Code Section 204, in relevant part
 17 provides:

- 18 a. All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2,
 19 earned by any person in any employment are due and payable twice during each
 20 calendar month, on days designated in advance by the employer as the regular
 21 paydays. Labor performed between the 1st and 15th days, inclusive, of any
 22 calendar month shall be paid for between the 16th and the 26th day of the month
 during which the labor was performed, and labor performed between the 16th and
 the last day, inclusive, of any calendar month, shall be paid for between the 1st and
 10th day of the following month.

23 Cal. Lab. Code § 204

24 45. PLAINTIFFS, and all other members of the Class, during their employment with
 25 LULULEMON, and on numerous occasions, were not paid all compensation due and owing, twice
 26 during each calendar month, on days designated in advance by the employer as the regular
 27 paydays. DEFENDANT did not pay PLAINTIFFS, and other members of the Class, all
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1 compensation due and owing, for labor performed between the 1st and 15th days, inclusive, of any
 2 calendar month between the 16th and the 26th day of the month during which the labor was
 3 performed, nor did DEFENDANT pay for all compensation due and owing for labor performed
 4 between the 16th and the last day, inclusive, of any calendar month, between the 1st and 10th day
 5 of the following month.

6 46. At all times relevant herein, Industrial Welfare Commission Order No. 7-2001, codified as
 7 Title 8 California Code of Regulations Section 11070 in relevant part provides:

8 14. Seats

- 9 a. All working employees shall be provided with suitable seats when the nature of the
 work reasonably permits the use of seats.
 10 b. When employees are not engaged in the active duties of their employment and the
 nature of the work requires standing, an adequate number of suitable seats shall be
 11 placed in reasonable proximity to the work area and employees shall be permitted
 to use such seats when it does not interfere with the performance of their duties.

12 8 Cal. Code Regs. § 11070

13 47. LULULEMON failed to provide PLAINTIFFS, and other members of the CLASS, any
 14 reasonable and/ or suitable seating during PLAINTIFFS', and other members of the CLASS,
 15 working time.

16 48. At all times relevant herein, California Labor Code Section 227.3, in relevant part
 17 provides:

18 Unless otherwise provided by a collective-bargaining agreement, whenever a contract
 of employment or employer policy provides for paid vacations, and an employee is
 19 terminated without having taken off his vested vacation time, all vested vacation shall
 be paid to him as wages at his final rate in accordance with such contract of
 20 employment or employer policy respecting eligibility or time served;...

21 Cal. Lab. Code § 227.3

22 49. PLAINTIFFS, and other members of the Class, earned vacation time while employed by
 23 LULULEMON, and did not receive payment, as wages, for all vacation time earned at the time of
 24 termination.

25 **CLASS DEFINITION**

26 50. PLAINTIFFS bring this action on behalf of themselves, and on behalf of all others
 27 similarly situated , as a class action pursuant to California Code of Civil Procedure § 382. The
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1 Class is divided into seven (10) subclasses:

2 **Failure to Pay Minimum Wages California Subclass:** All California residents who are
3 current or former employees of LULULEMON who held any position as Educators, Key Holders,
4 Store Managers, or Assistant Store Managers, who were paid on an hourly basis, and worked for
5 Defendant without receiving compensation for all time worked.

6 **Failure to Pay Overtime California Subclass:** All California residents who are current
7 or former employees of LULULEMON who held any position as Educators, Key Holders, Store
8 Managers, or Assistant Store Managers, who were paid on an hourly basis, and worked for
9 Defendant without receiving overtime compensation for all overtime worked.

10 **Meal Period Subclass:** All California residents who are current or former employees of
11 LULULEMON who held any position as Educators, Key Holders, Store Managers, or Assistant
12 Store Managers, who were paid on an hourly basis, and worked more than five hours per day and
13 did not receive a 30 minute meal period, at any time during the period from four years before the
14 filing of the Complaint.

15 **Rest Period Subclass:** All California residents who are current or former employees of
16 LULULEMON who held any position as Educators, Key Holders, Store Managers, or Assistant
17 Store Managers, who were paid on an hourly basis, and worked more than five hours per day and
18 did not receive a ten minute rest period, at any time during the period from four years before the
19 filing of the Complaint through the date of the filing of a motion for class certification in this case.

20 **Mileage Reimbursement Subclass:** All California residents who are current or former
21 employees of LULULEMON who held any position as Educators, Key Holders, Store Managers,
22 or Assistant Store Managers, who did not receive reimbursement, at any time during the period
23 from four years before the filing of the Complaint through the date of the filing of a motion for
24 class certification in this case.

25 **All Wages Not Paid Twice Per Month Subclass:** All California residents who are current
26 or former employees of LULULEMON who held any position as Educators, Key Holders, Store
27 Managers, or Assistant Store Managers, in any of its retail stores in the State of California who
28 were not paid all wages twice per month.

1 **Seat Subclass:** All California residents who are current or former employees of
 2 LULULEMON who held any position as Educators, Key Holders, Store Managers, or Assistant
 3 Store Managers, in any of its retail stores in the State of California who were not provided with
 4 suitable seats when the nature of the work reasonably permitted the use of seats and/ or who, when
 5 they were not engaged in the active duties of their employment, and the nature of the work
 6 required standing, were not provided with an adequate number of suitable seats placed in a
 7 reasonable proximity to the work area, and were not permitted to use such seats when it did not
 8 interfere with the performance of their duties.

9 **Unpaid Vacation Subclass:** All California residents who are former employees of
 10 LULULEMON who held any position as Educators, Key Holders, Store Managers, or Assistant
 11 Store Managers in any of its retail stores in the State of California who were not provided with all
 12 of their vacation pay as wages at the time of termination.

13 **Failure to Pay Minimum Wages U.S. Subclass:** All current and former employees of
 14 LULULEMON who held any position as Educators, Key Holders, Store Managers, or Assistant
 15 Store Managers in any of its retail stores in the United States who were paid on an hourly basis,
 16 and worked for Defendant without receiving compensation for all time worked.

17 **Failure to Pay Overtime U.S. Subclass:** All current and former employees of
 18 LULULEMON who held any position as Educators, Key Holders, Store Managers, or Assistant
 19 Store Managers in any of its retail stores in the United States who were paid on an hourly basis,
 20 and worked for Defendant without receiving appropriate overtime compensation for all overtime
 21 worked.

22 51. PLAINTIFFS reserve the right to modify the Class and subclass definitions after further
 23 discovery.

24 52. PLAINTIFFS request that the Court certify subclasses for each of the four above-described
 25 sub-classes.

26 ///

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28 ///

CLASS ALLEGATIONS

53. PLAINTIFFS allege that at all material times mentioned herein, they:

- i. Were individuals who resided in the State of California;
- ii. Were employed as a Educators, Key Holders, Store Managers, and/or Assistant Store Managers for LULULEMON in California;
- iii. Did not receive minimum wages for hours worked as required by California law;
- iv. Did not receive overtime pay as required by California law;
- v. Did not receive a meal period as required by California law;
- vi. Did not receive a rest period as required by California law;
- vii. Did not receive all pay at the time of termination as required by California Law;
- viii. Did not receive accurate wage statements as required by California Law;
- ix. Did not receive all wages paid twice a month; and
- x. Did not receive suitable and reasonable seating accommodations when the nature of the work reasonably permitted the use of seats, and / or did not receive suitable and reasonable seating accommodations when they were not engaged in the active duties of their employment, and the nature of the work required standing, and/ or were not provided with an adequate number of suitable seats placed in a reasonable proximity to the work area, and were not permitted to use such seats when it did not interfere with the performance of their duties.
- xi. Did not receive vacation compensation at the time of termination as required by California law.
- xii. Did not receive minimum wages for hours worked as required by Fair Labor Standards Act;
- xiii. Did not receive overtime pay as required by the Fair Labor Standards Act;
- xiv. Is a member of the CLASS as defined in paragraph 50 of this Complaint.

1 54. This Class Action meets the statutory prerequisites for the maintenance of a Class Action
2 as set forth in California Code of Civil Procedure § 382, in that:

- 3 a. **Numerosity**: The number of class members is great, believed to be in excess of
4 700 current and former employees. It therefore is impractical to join each class
5 member as a named plaintiff. Accordingly, utilization of a class action is the most
6 economically feasible means of determining the merits of this litigation.
- 7 b. **Ascertainability**: Despite the size of the proposed classes, the class members are
8 readily ascertainable through an examination of the records that LULULEMON is
9 required by law to keep. Likewise, the dollar amount owed to each class member
10 is readily ascertainable by an examination of those same records.
- 11 c. **Common Questions Predominate**: Common questions of fact and of law
12 predominate in the class member's claims over individual issues regarding the
13 money owed to each class member. The questions include but are not limited to:
- 14 i. Whether DEFENDANT's policies and practices described in this
15 complaint were and are illegal.
- 16 ii. Whether DEFENDANT failed to provide PLAINTIFFS, and other
17 members of the Class, with minimum wage pay for all hours worked.
- 18 iii. Whether DEFENDANT failed to provide PLAINTIFFS, and other
19 members of the Class, with overtime pay for all overtime worked.
- 20 iv. Whether DEFENDANT failed to provide PLAINTIFFS, and other
21 members of the Class, with meal periods.
- 22 v. Whether DEFENDANT failed to provide PLAINTIFFS, and other
23 members of the Class, with second meal periods.
- 24 vi. Whether DEFENDANT failed to provide PLAINTIFFS, and other
25 members of the Class, with rest periods.
- 26 vii. Whether Defendant failed to provide PLAINTIFFS, and other members of
27 the Class, with all pay owed at the time of termination.
- 28 viii. Whether DEFENDANT failed to provide PLAINTIFFS, and other

1 members of the Class, with accurate wage statements.

2 ix. Whether DEFENDANT failed to pay all wages owed to PLAINTIFFS,
3 and other members of the Class, twice a month.

4 x. Whether DEFENDANT failed to provide suitable and reasonable seating
5 to PLAINTIFFS, and other members of the Class.

6 xi. Whether DEFENDANT failed to provide PLAINTIFFS with all vacation
7 compensation earned by PLAINTIFF, as wages, at the time
8 PLAINTIFF's, and other members of the Class', employment
9 relationship, with DEFENDANT ended.

10 xii. Whether DEFENDANT's conduct constituted unlawful, unfair, and/ or
11 fraudulent business practices.

12 xiii. Whether DEFENDANT's conduct constitutes unfair competition.

13 xiv. Whether DEFENDANT's employees are entitled to restitution of unpaid
14 wages.

15 xv. Whether DEFENDANT's conduct was intentional.

16 d. **Community of Interest:** There is a well-defined community of interest in the
17 questions of law and fact common to the class members.

18 e. **Typicality:** PLAINTIFFS' claims are typical of the claims of the class members,
19 which claims arise from the same general operative facts, namely, DEFENDANT
20 did not abide by California Labor Code sections 201, 202, 203, 204, 208, 210,
21 226.7, 227.3, 510, 512, 1194, 1198 and, Title 8 Cal. Code Regs. § 11070,
22 California Civil Code Section 3336 and 3294, and California Business and
23 Professions Code Section 17200.

24 f. **Superiority:** A class action is a superior method for the fair and efficient
25 adjudication of this controversy. The persons within the class are so numerous
26 that joinder of all of them is impracticable. The disposition of all claims of the
27 members of the class in a class action, rather than in individual actions, benefits
28 the parties and the Court. The interest of the class members in controlling the

1 prosecution of separate claims against DEFENDANT is small when compared
2 with the efficiency of a class action.

3 g. **Adequacy:** The representative PLAINTIFFS in this class action are adequate
4 representative of the class, in that the representative PLAINTIFFS' claims are
5 typical of those of the class and the representative PLAINTIFFS have the same
6 interest in the litigation of this case as the class members. The representative
7 PLAINTIFFS are committed to vigorous prosecution of this case, and have
8 retained competent counsel, experienced in litigation of this nature. The
9 representative PLAINTIFFS are not subject to any individual defenses unique
10 from those conceivably applicable to the class as a whole. PLAINTIFFS have
11 also engaged counsel to who possess the requisite skill and experience to
12 adequately represent them and the CLASS.

13 h. **Managability:** Although the number of class members is great, believed to be in
14 excess of 700 current and former employees, the matter is manageable as a class
15 action and the data required to establish liability and prove damages is readily
16 available.

17 55. Without Class certification and determination of declaratory, injunctive, statutory and
18 other legal questions within the class format, prosecution of separate actions by individual
19 members of the CLASS will create the risk of:

- 20 a. Inconsistent or Varying adjudications with respect to individual members of the
21 CLASS which would establish incompatible standards of conduct for the parties
22 opposing the CLASS; or,
23 b. Adjudication with respect to individual members of the CLASS which would as a
24 practical matter be dispositive of the interests of the other members not party to
25 the adjudication or substantially impair or impede their ability to protect their
26 interests.

27 56. LULULEMON has acted or refused to act on the grounds generally applicable to the
28 CLASS, thereby making final injunctive relief appropriate with respect to the CLASS.

FIRST CAUSE OF ACTION:

FAILURE TO PROVIDE MEAL PERIODS

[Cal. Lab. Code §226.7 and 512]

(By Plaintiffs, and California members of the Class, against all Defendants)

57. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such paragraphs herein by this reference, as though said paragraphs were set forth herein.

58. Cal. Lab. Code §§226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes.

59. Cal. Lab. Code §226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each five (5) hours of work that the meal period is not provided.

60. DEFENDANT has intentionally and improperly denied meal periods to PLAINTIFFS, and other members of the Class, in violation of Cal. Lab. Code §§226.7 and 512.

61. At all times relevant hereto, PLAINTIFFS, and other members of the Class, worked more than five hours in a workday. At all relevant times hereto, DEFENDANT failed to provide meal periods as required by Cal. Lab. Code §§226.7 and 512.

62. Cal. Lab. Code §§226.7 and 512 provide that no employer shall employ any person for a work period of more than ten (10) hours without a second meal period of not less than 30 minutes.

63. Cal. Lab. Code §226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that meal period is not provided.

64. By virtue of DEFENDANT's unlawful failure to provide second meal periods to PLAINTIFFS, and other members of the Class, PLAINTIFFS, and other members of the Class, have suffered, and will continue to suffer, damages in the amounts which are presently unknown to them, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

1 65. PLAINTIFFS are informed and believe, and based upon that information and belief allege,
2 that DEFENDANT, knew or should have known, that PLAINTIFFS, and other members of the
3 Class, were entitled to meal periods and second meal periods, but purposely elected not to provide
4 these mandated periods.

5 66. PLAINTIFFS, and other members of the Class, are entitled to seek and recover reasonable
6 attorneys' fees and costs pursuant to Cal. Lab. Code §§226.7, 512 and 1194.

7 **SECOND CAUSE OF ACTION:**

8 **FAILURE TO PROVIDE REST PERIODS**

9 **[Cal. Lab. Code §226.7]**

10 **(By Plaintiffs, and California members of the Class, against all Defendants)**

11 67. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such
12 paragraphs herein by this reference, as though said paragraphs were set forth herein.

13 68. Cal. Lab. Code §226.7 provides that employers shall authorize and permit employees to
14 take rest periods at the rate of ten (10) minutes net rest time per four (4) hours of work.

15 69. Cal. Lab. Code §226.7 provides that if an employer fails to provide an employee rest
16 periods in accordance with this section, the employer shall pay the employee one (1) hour of pay
17 at the employee's regular rate of compensation for each workday that the rest period is not
18 provided.

19 70. DEFENDANT has intentionally and improperly denied rest periods to PLAINTIFFS, and
20 other members of the Class, in violation of Cal. Lab. Code §§226.7 and 512.

21 71. At all relevant times, PLAINTIFFS, and other members of the Class, worked more than
22 four hours in a workday. At all relevant times hereto, DEFENDANT failed to provide rest periods
23 as required by Cal. Lab. Code §§226.7 and 512.

24 72. By virtue of DEFENDANT's unlawful failure to provide rest periods to them,
25 PLAINTIFFS, and other members of the Class, have suffered, and will continue to suffer,
26 damages in the amounts which are presently unknown to them, but which exceed the jurisdictional
27 limits of this Court and which will be ascertained according to proof at trial.

28

1 73. PLAINTIFFS are informed and believe, and based upon that information and belief allege,
2 that DEFENDANT knew, or should have known, that PLAINTIFFS, and other members of the
3 Class, were entitled to rest periods but purposely elected not to provide these mandated periods.

4 74. PLAINTIFFS, and other members of the Class, are entitled to seek and recover reasonable
5 attorneys' fees and costs pursuant to Cal. Lab. Code §§226.7, 512 and 1194.

6
7 **THIRD CAUSE OF ACTION:**

8 **FAILURE TO PAY OVERTIME COMPENSATION**

9 **[Cal. Lab. Code § 510, 1194, and 1198]**

10 **(By Plaintiffs, and California members of the Class, against all Defendants)**

11 75. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such
12 paragraphs herein by this reference, as though said paragraphs were set forth herein.

13 76. Cal. Lab. Code § 510 provides that employees in California shall not be employed more
14 than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive
15 additional compensation beyond their regular wages in amounts specified by law.

16 77. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid overtime
17 compensation, interest thereon, together with the costs of suit, and attorneys fees. Cal. Lab. Code
18 § 1198 states that the employment of an employee for longer hours than those fixed by Industrial
19 Welfare Commission is unlawful.

20 78. DEFENDANT intentionally and improperly did not pay PLAINTIFFS, and other members
21 of the Class, overtime pay and/ or did not properly pay PLAINTIFFS, and other members of the
22 Class, overtime wages in violation of the Cal. Lab. Code and Industrial Welfare Commission
23 requirements.

24 79. PLAINTIFFS, and other members of the Class, regularly worked more than eight (8) hours
25 a day and/or more than forty (40) hours per week and DEFENDANT willfully failed to pay
26 PLAINTIFFS, and other members of the Class, overtime compensation for such overtime hours.

27 80. PLAINTIFFS, and other members of the Class, on numerous occasions, worked for
28 DEFENDANT before PLAINTIFFS, and other members of the Class, had clocked in.

1 81. PLAINTIFFS, and other members of the Class, on numerous occasions, worked numerous
2 hours for DEFENDANT after PLAINTIFFS, and other members of the Class, had clocked out.

3 82. DEFENDANT knew, or should have known, that PLAINTIFFS, and all other members of
4 the Class, were forced to work off the clock in order to perform all required acts for
5 DEFENDANT.

6 83. DEFENDANT acted and is acting intentionally, oppressively, and maliciously toward
7 PLAINTIFFS, and other members of the Class, with a conscious disregard of their rights, or the
8 consequences to them, with the intent of depriving them of property and legal rights and otherwise
9 causing them injury.

10 84. PLAINTIFFS, and other members of the Class, request recovery of overtime compensation
11 according to proof, interest, attorney's fees and cost pursuant to Cal. Lab. Code §§218.5 and
12 1194(a), as well as the assessment of any statutory damages and penalties against DEFENDANT
13 in a sum as provided by the Cal. Lab. Code and/or other relevant statutes.

14 85. Further PLAINTIFFS, and other members of the Class, are entitled to seek and recover
15 reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§218.5 and 1194.

16
17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **[Cal. Lab. Code § 1182.12, 1194, 1194.2, 1197]**

20 **(By Plaintiffs, and California members of the Class, against all Defendants)**

21 86. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such
22 paragraphs herein by this reference, as though said paragraphs were set forth herein.

23 87. Pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197 it is unlawful for a California
24 employer to suffer or permit an employee to work without paying wages for all hours worked, as
25 required by the applicable Industrial Welfare Commission ("IWC") Wage Order.

26 88. During all times relevant, IWC Wage Order No. 7-2001, governing the "Mercantile"
27 industry, applied to Plaintiffs and the Class members' employment with Defendants.

1 89. Pursuant to Wage Order 7, section 2(G), "means the time during which an employee is
2 subject to the control of an employer, and includes all the time the employee is suffered or
3 permitted to work, whether or not required to do so."

4 90. IWC Wage Order No. 7-2001, § 4 (A), require every employer to pay each employee
5 minimum wages not less than \$6.75 per hour effective January 1, 2002, \$7.50 per hour effective
6 January 1, 2007, and \$8.00 per hour effective January 1, 2008 to the present time.

7 91. During all times relevant, Class Members including Plaintiffs, have not been paid
8 minimum wages for all hours suffered or permitted to work in violation of the minimum wage
9 provisions of California Labor Code §§ 1182.12, 1194, 1194.2, and 1197, and IWC Wage Order
10 No. 7-2001, § 4 (A)

11 92. Labor Code § 1194.2, subdivision (a) provides that, in an action to recover wages because
12 of the payment of a wage less than the minimum wage fixed by IWC Wage Orders, an employee
13 is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
14 interest thereon.

15 93. Class Members including Plaintiffs should have received minimum wages in a sum
16 according to proof during all times relevant to this action.

17 94. Defendants have intentionally failed and refused, and continues to fail and refuse, to pay
18 Class Members including Plaintiffs minimum wages for all time suffered or permitted to work
19 including training time.

20 95. Plaintiffs on behalf of themselves and the Class request the recovery of the unpaid
21 minimum, waiting time penalties, liquidated damages, interest, attorneys' fees, and costs in an
22 amount to be determined at trial.

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FIFTH CAUSE OF ACTION:

FAILURE TO PAY COMPENSATION AT TIME OF TERMINATION

[Cal. Lab. Code § 201, 202, 203, 208]

(By Plaintiffs, and California members of the Class, against all Defendants)

96. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such paragraphs herein by this reference, as though said paragraphs were set forth herein.

97. When PLAINTIFFS', and all other members of the Class, employment with DEFENDANT terminated, DEFENDANT failed to pay PLAINTIFFS, and all other members of the Class, for all compensation due and owing, (including, but not limited to, overtime compensation, vacation pay, bonus pay, commission pay, and pay for missed meal and rest periods. In addition, DEFENDANT failed to pay PLAINTIFFS, and other members of the Class, the 30 day waiting period penalty for not providing PLAINTIFFS, and other members of the Class, with all compensation due and owing at time the employment relationship between PLAINTIFFS, and other members of the Class, and DEFENDANT terminated.

98. Because DEFENDANT willfully failed to pay wages earned by PLAINTIFFS, and other members of the Class, PLAINTIFFS, and other members of the Class, are entitled to the statutory maximum of thirty days of continuing wages under Labor Code Section 203.

99. PLAINTIFFS, and other members of the Class, are entitled to seek and recover reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226.7 and 1194.

SIXTH CAUSE OF ACTION:

FAILURE TO INDEMNIFY AND REIMBURSE FOR EXPENDITURES OR LOSSES IN

DISCHARGE OF DUTIES

[Cal. Lab. Code §2802 et. seq.]

(By Plaintiffs, and California members of the Class, against all Defendants)

100. PLAINTIFFS refer to paragraphs 1 through 55, above, and hereby incorporate such paragraphs herein by this reference, as though said paragraphs were set forth herein.

1 101. PLAINTIFFS were required by DEFENDANT, and each of them to use their own funds
2 for expenses associated with travelling to various locations on behalf of DEFENDANT.

3 102. PLAINTIFFS were required by DEFENDANT to use their own funds for expenses
4 associated with phone calls on DEFENDANT's behalf.

5 103. DEFENDANT has not reimbursed PLAINTIFFS and other members of the Class for their
6 expenditures on behalf of DEFENDANT.

7 104. PLAINTIFFS are entitled to be paid damages in accordance with California Labor Code
8 Section 2802.

9 105. PLAINTIFFS, and other members of the Class are entitled to seek and recover attorneys'
10 fees and costs pursuant to Cal. Lab. Code §§ 218.5, 1194.

11
12 **SEVENTH CAUSE OF ACTION:**

13 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

14 **[Cal. Lab. Code §226 et. seq.]**

15 **(By Plaintiffs, and California members of the Class, against all Defendants)**

16 106. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such
17 paragraphs herein by this reference, as though said paragraphs were set forth herein.

18 107. DEFENDANT's failure to provide accurate itemized statements to which PLAINTIFFS,
19 and other members of the Class, were entitled, was a violation of California Labor Code Section
20 226.

21 108. DEFENDANT's failure to provide accurate itemized statements was willful, entitling
22 PLAINTIFFS to penalties under Labor Code Section 226.

23 109. PLAINTIFFS, and other members of the Class, are entitled to seek and recover reasonable
24 attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226.7 and 1194.

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EIGHTH CAUSE OF ACTION:

FAILURE TO PAY ALL WAGES TWICE EACH MONTH

[Cal. Lab. Code § 204]

(By Plaintiffs, and California members of the Class, against all Defendants)

110. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such paragraphs herein by this reference, as though said paragraphs were set forth herein.

111. DEFENDANT on numerous occasions failed to pay PLAINTIFFS, and the other members of the Class, all wages due and owing twice during each calendar month.

112. Even though DEFENDANT knew that DEFENDANT was required to pay all wages twice during each calendar month to PLAINTIFFS, and other members of the Class, DEFENDANT failed to pay PLAINTIFFS, and other members of the Class all pay.

113. By virtue of DEFENDANT's unlawful failure to pay PLAINTIFFS, and other members of the Class, all wages twice during each calendar month, PLAINTIFFS, and other members of the Class, have and will continue to suffer, damages in the amounts which are presently unknown to them, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

114. PLAINTIFFS, and the other members of the Class, are informed and believe, and based upon that information and belief allege, that DEFENDANT knew, or should have known, that PLAINTIFFS, and the other members of the Class, were entitled to receive all pay.

115. PLAINTIFFS, and the other members of the Class, are informed and believe, and based upon that information and belief allege, that despite that knowledge DEFENDANT purposely elected not to provide this mandated compensation.

116. PLAINTIFFS, and other members of the Class, are entitled to seek and recover attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226.7 and 1194.

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NINTH CAUSE OF ACTION:

FAILURE TO PROVIDE SUITABLE AND REASONABLE SEATING

[Title 8 Cal. Code of Regulations §§11070 et seq.]

(By Plaintiffs, and California members of the Class, against all Defendants)

117. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporates such paragraphs herein by this reference, as though said paragraphs were set forth herein.

118. DEFENDANT failed to provide PLAINTIFFS, and other members of the Class, suitable seats when the nature of the work permitted.

119. In addition, DEFENDANT, did not provide an adequate number of suitable seats, placed in reasonable proximity to the work area, for PLAINTIFFS, and other members of the Class, to use while they were not engaged in the active duties of their employment and the nature of the work required standing.

120. By virtue of DEFENDANT's failure to provide suitable and reasonable seats to them, PLAINTIFFS, and other members of the Class, have suffered, and will continue to suffer, damages in the amounts which are presently unknown to them, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

121. PLAINTIFFS, and the other members of the Class, are informed and believe, and based upon that information and belief allege, that DEFENDANT knew, or should have known, that PLAINTIFFS, and the other members of the Class, were entitled to access to suitable and reasonable seating during their working hours for DEFENDANT.

122. PLAINTIFFS, and the other members of the Class, are informed and believe, and based upon that information and belief allege, that despite that knowledge DEFENDANT purposely elected not to provide this mandated seating.

123. PLAINTIFFS, and the other members of the Class, are entitled to seek and recover reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226.7, 1194.

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TENTH CAUSE OF ACTION:

FAILURE TO PAY VACATION COMPENSATION AT TIME OF TERMINATION

[Cal. Lab. Code § 227.3]

(By Plaintiffs, and California members of the Class, against all Defendants)

124. PLAINTIFFS refer to paragraphs 1 through 56, above, and hereby incorporate such paragraphs herein by this reference, as though said paragraphs were set forth herein.

125. DEFENDANT failed to pay PLAINTIFFS, and the other members of the Class, for all accumulated vacation time at the time PLAINTIFFS' employment was terminated with DEFENDANT.

126. Even though DEFENDANT knew that DEFENDANT was required to pay all accumulated vacation time as wages at the time of termination to PLAINTIFFS, and other members of the Class, DEFENDANT failed to pay PLAINTIFFS, and other members of the Class accumulated vacation time as wages at the time of termination.

127. By virtue of DEFENDANT's unlawful failure to pay PLAINTIFFS, and other members of the Class, all earned vacation time as wages at the time of termination, PLAINTIFFS, and other members of the Class, have and will continue to suffer, damages in the amounts which are presently unknown to them, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

128. PLAINTIFFS, and the other members of the Class, are informed and believe, and based upon that information and belief allege, that DEFENDANT knew, or should have known, that PLAINTIFFS, and the other members of the Class, were entitled to receive all earned vacation time as wages at the time of termination.

129. PLAINTIFFS, and the other members of the Class, are informed and believe, and based upon that information and belief allege, that despite that knowledge DEFENDANT purposely elected not to provide this mandated compensation.

130. PLAINTIFFS, and other members of the Class, are entitled to seek and recover attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226.7 and 1194.

ELEVENTH CAUSE OF ACTION:

CONVERSION CAL. CIVIL CODE §§ 3336, 3294

[Cal. Civil Code §§3336, 3294]

(By Plaintiffs, and California members of the Class, against all Defendants)

131. PLAINTIFFS incorporate the foregoing paragraphs by reference, as though said paragraphs were fully set forth herein.

132. The Labor Code and other applicable law provide that wages become the property of the employees on the next pay day after they are earned. In failing to pay and retaining wages owed to PLAINTIFFS, and the other members of the Class, on and after the next pay day after they were owed, DEFENDANT wrongfully exercised dominion and control over monies otherwise owned by PLAINTIFFS, and the other members of the Class.

133. As a direct and legal result of DEFENDANT's actions, PLAINTIFFS, and other members of the Class, have been damaged in an amount to be proven at trial.

134. DEFENDANT's conduct, in converting the pay owed to PLAINTIFFS, and other members of the Class, pursuant to practices and policies that DEFENDANT knew violated applicable law, was willful, malicious, oppressive and done with conscious disregard of PLAINTIFFS', rights and the rights of other members of the Class, entitling PLAINTIFFS, and the other members of the Class, to punitive damages.

TWELFTH CAUSE OF ACTION:

UNLAWFUL BUSINESS PRACTICES

[Cal. Bus. And Prof. Code §§17200 et seq.]

(By Plaintiffs, and California members of the Class, against all Defendants)

135. PLAINTIFFS incorporate the foregoing paragraphs by reference, as though said paragraphs were fully set forth herein.

136. DEFENDANT is a "person" as defined under Business & Professions Code section 17201.

137. Each of the directors, officers, and/or agents of DEFENDANT are equally responsible for the acts of the other directors, officers, employees and/or agents as set forth in Business Professions Code section 17095.

1 138. DEFENDANT provides services to the public as defined in Business & Professions Code
2 sections 17022 and 17024.

3 139. Upon information and belief, DEFENDANT willfully and wrongfully did not provide
4 PLAINTIFFS, and other members of the Class, with payment of wages and other benefits in
5 violation of Labor code section 1198, Penal Code sections 434 and 532 (obtaining labor through
6 false pretenses), and California Code of Regulations (IWC Order and Guidelines).

7 140. DEFENDANT has breached its obligations to PLAINTIFFS, and other members of the
8 Class, by failing to satisfy or comply with California Labor Code Sections 201, 202, 203, 204,
9 208, 210, 226.7, 227.3, 510, 512, 1194, 1198,. In addition DEFENDANT violated Title 8
10 California Code or Regulations Section 11070; Section 14. Seats, and Industrial Welfare
11 Commission Order No.7-2001; Section 14. Seats.

12 141. Upon information and belief, DEFENDANT has under-reported to federal and state
13 authorities wages actually earned by PLAINTIFFS, and other members of the Class, and therefore
14 has underpaid state and federal taxes, employer matching funds, unemployment premiums,
15 Medicare and worker's compensation premiums. Such conduct is illegal under Business &
16 Professions Code sections 17000 et seq. and 17200 et seq.

17 142. Upon information and belief, by failing to pay all wages to PLAINTIFFS, and other
18 members of the Class, and by failing to satisfy its obligations under the Labor Code,
19 DEFENDANT has engaged in business within the State of California to sell services at less than
20 cost as set forth and defined in Business & Professions Code sections 17026, 17029, and 17073 in
21 violation of Business & Professions Code section 17043. This is also an attempt to gain an unfair
22 advantage over DEFENDANT's competitors, and cause injury to PLAINTIFFS, and other
23 members of the Class, and the general public in an amount to be proven at trial, in violation of
24 Business & Professions Code section 17047.

25 143. Pursuant to Business & Professions Code sections 17071 and 17075, the failure of
26 DEFENDANT to comply with the California Labor Code, and to pay overtime wages, related
27 benefits, and employment taxes is evidence of DEFENDANT's intent to violate the Unfair
28 Practices Act.

1 144. By and through the unfair and unlawful business practices described herein,
 2 DEFENDANT has obtained valuable property, money, and services from PLAINTIFFS, and other
 3 members of the Class, and has deprived PLAINTIFFS, and other members of the Class, of
 4 valuable rights and benefits guaranteed by law, all to their detriment.

5 145. PLAINTIFFS, and other members of the Class, are entitled to, and do, seek such relief as
 6 may be necessary to restore to them the money and property which DEFENDANT has acquired,
 7 or of which PLAINTIFFS, and other members of the Class, have been deprived, by means of the
 8 above described unfair and unlawful business acts and practices.

9 146. Pursuant to Business & Professions Code section 17082, PLAINTIFFS, and other
 10 members of the Class, request treble damages.

11 147. Pursuant to Business & Professions Code sections 17078 and 17079, PLAINTIFFS, and
 12 other members of the Class, seek injunctive relief in the form of an order prohibiting
 13 DEFENDANT from violating California Labor Code sections 201, 202, 203, 204, 208, 210,
 14 226.7, 227.3, 510, 512, 1194, 1198, and Title 8 California Code or Regulations Section 11070;
 15 Section 14. Seats, and Industrial Welfare Commission Order No.7-2001; Section 14. Seats. Title 8
 16 California Code of Regulations Section 11070, and Industrial Welfare Commission Wage Order
 17 No. 7-2001.

18
 19 **THIRTEENTH CAUSE OF ACTION:**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **[Fair Labor Standards Act, 29 U.S.C. § 206]**

22 **(By Plaintiffs, and United States members of the Class, against all Defendants)**

23 148. PLAINTIFFS refers to paragraphs 1 through 56, above, and hereby incorporates such
 24 paragraphs herein by this reference, as though said paragraphs were set forth herein.

25 149. At all times relevant, Defendants have willfully and intentionally failed to pay Plaintiffs
 26 and Class Members minimum wage as required by 29 U.S.C. § 206.

27 150. Defendants engaged in this practice throughout the three-year statute of limitations that
 28 applies to this action pursuant to 29 U.S.C. § 255.

1 151. Therefore, at all times relevant, Defendants operated under and continue to operate under a
 2 common policy and plan of willfully, regularly, and repeatedly failing and refusing to pay
 3 Educators, Key Holders, Assistant Managers, and Store Managers, minimum compensation at the
 4 rates required by the FLSA, 29 U.S.C. § 206. Through this unlawful course of conduct,
 5 Defendants have deprived Plaintiffs and Class Members of the hourly wages provided by the
 6 FLSA, 29 U.S.C. § 206(a)(1), currently \$7.25 per hour.

7 152. As alleged herein, Defendants do not pay Plaintiffs and Class Members a regular wage. As
 8 a result, Defendants have failed to comply with 29 U.S.C. § 206 in that it fails to timely pay at
 9 least minimum wages for all hours worked to the Plaintiffs and Class Members.

10 153. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members and all FLSA
 11 Plaintiffs who opt-in are entitled to recovery in the amounts of their respective unpaid minimum
 12 wages, liquidated damages; prejudgment interest, attorneys' fees and costs, and any other relief the
 13 Court deems just and proper pursuant to FLSA, 29 U.S.C. § 216(b).

14
 15 **FOURTEENTH CAUSE OF ACTION:**

16 **FAILURE TO PAY REQUIRED OVERTIME WAGES**

17 **[FAIR LABOR STANDARDS ACT, 29 U.S.C. § 207; CFR § 778.106]**

18 **(By Plaintiffs, and United States members of the Class, against all Defendants)**

19 154. PLAINTIFFS refers to paragraphs 1 through 56, above, and hereby incorporates such
 20 paragraphs herein by this reference, as though said paragraphs were set forth herein.

21 155. At all times relevant, Defendants employed and continues to employ "employee[s]" within
 22 the meaning of FLSA, 29 U.S.C. § 203.

23 156. However, Defendants have willfully and intentionally engaged in a widespread pattern and
 24 practice of violating the provisions of the FLSA by failing to pay Plaintiffs and Class Members
 25 overtime wages as required by 29 U.S.C. § 207.

26 157. Defendants engaged in this practice throughout the three-year statute of limitations that
 27 applies to this action pursuant to 29 U.S.C. § 255.

1 158. Therefore, at all times relevant, Defendants operated under and continue to operate under a
 2 common policy and plan of willfully, regularly, and repeatedly failing and refusing to pay
 3 Plaintiffs and Class Members overtime compensation at the rates required by the FLSA, 29 U.S.C.
 4 § 207 for work performed in excess of forty (40) hours per workweek to which they were and are
 5 entitled.

6 159. Pursuant to 29 CFR § 778.106, Defendants are required to pay overtime compensation
 7 earned in a particular workweek on the regular pay day for the period in which such workweek
 8 ends. When the correct overtime compensation cannot be calculated until after the regular payday,
 9 then the FLSA requires that the overtime payment be made as soon after the regular payday as is
 10 practicable, but no later than the next pay day after the computation can be made.

11 160. As alleged herein, Defendants do not pay Plaintiffs and Class Members overtime. As a
 12 result, Defendants have failed to comply with 29 U.S.C. § 207(a)(1) and 29 CFR § 778.106 in that
 13 it fails to timely pay overtime wages to Plaintiffs and Class Members.

14 161. At all times relevant, Defendants have also operated under and continues to operate under
 15 a common policy and plan of willfully, regularly, and repeatedly failing and refusing to pay
 16 overtime compensation at the rates required by the FLSA, 29 U.S.C. § 207.

17 162. As a result of the unlawful acts of Defendants, Plaintiffs and all FLSA Class Members who
 18 opt-in are entitled to recovery in the amounts of their respective unpaid overtime wages, liquidated
 19 damages; prejudgment interest, attorneys' fees and costs, and any other relief the Court deems just
 20 and proper pursuant to FLSA, 29 U.S.C. § 216(b).

21 22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFFS, and other members of the Class, pray for relief and judgment
 24 against DEFENDANTS as follows:

25 **Class Certification**

- 26 1. That the California Class be designated a Class Action and notice issued to all similarly
 27 situated individuals;
- 28 2. That Plaintiffs be appointed as the representatives of the California Class Action; and

3. That counsel for Plaintiffs' be appointed as Counsel for the Nationwide Collective Class.
4. That the Nationwide Collective Class be designated a collective action and notice issued pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals with instructions to permit them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);
5. That Plaintiffs be appointed as the representatives of the Nationwide Collective Class; and
6. That counsel for Plaintiffs be appointed as Counsel for the Nationwide Collective Class.

ON THE FIRST CAUSE OF ACTION

1. One hour of pay for each five (5) hours of work in which a meal period was not provided;
2. For pre-judgment interest;
3. For statutory damages in an amount according to proof. Such statutory damages will include, but are not necessarily limited to, damages based on compensation that should have been paid to PLAINTIFFS, and other members of the Class; and
4. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant to California statutes, including but not limited to, the California Labor Code and section 1194 thereof.

ON THE SECOND CAUSE OF ACTION

1. One hour of pay for each workday in which a rest period was not provided for each four (4) hours of work;
2. For pre-judgment interest;
3. For statutory damages in an amount according to proof. Such statutory damages will include, but are not necessarily limited to, damages based on compensation that should have been paid to PLAINTIFFS, and other members of the Class; and
4. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant to California statutes, including but not limited to, the California Labor Code and section 1194 thereof.

1
2 **ON THE THIRD CAUSE OF ACTION**

- 3 1. For a declaration that the business practices alleged herein are a violation of the public
4 policy of the State of California, including but not limited to, California Labor Code
5 sections 510, 1194, and 1198;
6 2. For compensatory damages, including lost wages, commissions, bonuses and other losses,
7 according to proof;
8 3. For general damages, according to proof;
9 4. For an award of interest, including prejudgment interest at the legal rate;
10 5. For statutory damages in an amount according to proof. Such statutory damages will
11 include, but are not necessarily limited to, damages based on compensation that should
12 have been paid to PLAINTIFFS, and other members of the Class; and
13 6. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant to
14 California statutes, including but not limited to, the California Labor Code and section
15 1194 thereof.
16

17 **ON THE FOURTH CAUSE OF ACTION**

- 18 1. For a declaration that the business practices alleged herein are a violation of the public
19 policy of the State of California, including but not limited to, California Labor Code
20 sections 1182.12, 1194, 1194.2 and, 1197;
21 2. For general and compensatory damages according to proof, including all actual,
22 consequential, and incidental losses, including, but not limited to, loss of income, together
23 with prejudgment interest;
24 3. For statutory damages in an amount according to proof. Such statutory damages will
25 include, but are not necessarily limited to, damages based on compensation that should
26 have been paid to PLAINTIFFS, and other members of the Class;
27 4. For pre-judgment interest; and
28 5. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant

1 to California statutes, including but not limited to, the California Labor Code and section
2 1194 thereof.

3
4 **ON THE FIFTH CAUSE OF ACTION**

- 5 6. For a declaration that the business practices alleged herein are a violation of the public
6 policy of the State of California, including but not limited to, California Labor Code
7 sections 201, 202, 203, and 208;
- 8 7. For general and compensatory damages according to proof, including all actual,
9 consequential, and incidental losses, including, but not limited to, loss of income, together
10 with prejudgment interest;
- 11 8. For statutory damages in an amount according to proof. Such statutory damages will
12 include, but are not necessarily limited to, damages based on compensation that should
13 have been paid to PLAINTIFFS, and other members of the Class, such as, the statutory
14 waiting time penalty, and wages as defined by California Labor Code section 200;
- 15 9. For pre-judgment interest; and
- 16 10. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant
17 to California statutes, including but not limited to, the California Labor Code and section
18 1194 thereof.

19
20 **ON THE SIXTH CAUSE OF ACTION**

- 21 1. For a declaration that the business practices alleged herein are a violation of the public
22 policy of the State of California, and California Labor Code § 2802;
- 23 2. For Plaintiff's (and other similarly situated employees and former employees') general and
24 compensatory damages according to proof at trial, including all actual, consequential, and
25 incidental losses, including, but not limited to, loss of income, together with prejudgment
26 interest;
- 27 3. For statutory penalties in an amount to be proven at the time of trial;
- 28 4. For pre-judgment interest;

- 1 5. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant to
- 2 Labor Code section 218.5, 1194; and
- 3 6. For such other relief as this court may deem just and proper.

4

5 **ON THE SEVENTH CAUSE OF ACTION**

- 6 1. For a declaration that the business practices alleged herein are a violation of the public
- 7 policy of the State of California, including but not limited to, California Labor Code
- 8 section 226 and 1174.5;
- 9 2. For general and compensatory damages according to proof, including all actual,
- 10 consequential, and incidental losses, including, but not limited to, loss of income, together
- 11 with prejudgment interest;
- 12 3. For statutory damages in an amount according to proof. Such statutory damages will
- 13 include, but are not necessarily limited to, damages based on compensation that should
- 14 have been paid to PLAINTIFFS, and other members of the Class;
- 15 4. For pre-judgment interest; and
- 16 5. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant
- 17 to California statutes, including but not limited to, the California Labor Code and section
- 18 1194 thereof.

19

20 **ON THE EIGHTH CAUSE OF ACTION**

- 21 1. For a declaration that the business practices alleged herein are a violation of the public
- 22 policy of the State of California, and California Labor Code § 204 .
- 23 2. For PLAINTIFFS', and other members of the Class, general and compensatory damages
- 24 according to proof at trial, including all actual, consequential, and incidental losses,
- 25 including, but not limited to, loss of income, together with prejudgment interest.
- 26 3. For statutory damages in an amount according to proof. Such statutory damages will
- 27 include, but are not necessarily limited to, damages based on compensation that should
- 28 have been paid to PLAINTIFFS, and other members of the Class;

4. For pre-judgment interest;
5. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant to Labor Code section 1194; and
6. For such other relief as this court may deem just and proper.

ON THE NINTH CAUSE OF ACTION

1. For a declaration that the business practices alleged herein are a violation of the public policy of the State of California, and Title 8 California Code of Regulations § 11070 and Industrial Welfare Commission Wage Order 7-2001.
2. For PLAINTIFFS', and other members of the Class, general and compensatory damages according to proof at trial, including all actual, consequential, and incidental losses, including, but not limited to, loss of income, together with prejudgment interest.
3. For statutory damages in an amount according to proof. Such statutory damages will include, but are not necessarily limited to, damages based on compensation that should have been paid to PLAINTIFFS, and other members of the Class;
4. For pre-judgment interest.
5. For injunctive relief.
6. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant to Labor Code section 1194; and
7. For such other relief as this court may deem just and proper.

ON THE TENTH CAUSE OF ACTION

1. For a declaration that the business practices alleged herein are a violation of the public policy of the State of California, and California Labor Code § 227.3.
2. For PLAINTIFFS', and other members of the Class, general and compensatory damages according to proof at trial, including all actual, consequential, and incidental losses, including, but not limited to, loss of income, together with prejudgment interest.
3. For statutory damages in an amount according to proof. Such statutory damages will

1 include, but are not necessarily limited to, damages based on compensation that should
2 have been paid to PLAINTIFFS, and other members of the Class;

3 4. For pre-judgment interest.

4 5. For reasonable attorney's fees and costs of suit herein, including fees and costs pursuant to
5 Labor Code section 1194; and

6 6. For such other relief as this court may deem just and proper.
7

8 **ON THE ELEVENTH CAUSE OF ACTION**

9 1. For general and compensatory damages according to proof, including all actual,
10 consequential, and incidental losses, including, but not limited to, loss of income, together
11 with prejudgment interest;

12 2. For statutory damages in an amount according to proof. Such statutory damages will
13 include, but are not necessarily limited to, damages based on compensation that should
14 have been paid to PLAINTIFFS, and other members of the Class; and

15 3. For Punitive damages.
16

17 **ON THE TWELFTH CAUSE OF ACTION**

18 1. For restitution and disgorgement;

19 2. For pre-judgment interest;

20 3. For statutory damages in an amount according to proof. Such statutory damages will
21 include, but are not necessarily limited to, damages based on compensation that should
22 have been paid to PLAINTIFFS, and other members of the Class;

23 4. For injunctive relief ordering the continuing unfair business acts and practices to cease, or
24 as the Court otherwise deem just and proper; and

25 5. For other injunctive relief ordering DEFENDANT to notify the CLASS that they have not
26 been paid the proper amounts required in accordance with California law.
27
28

1 **ON THE THIRTEENTH CAUSE OF ACTION**

- 2 1. For general unpaid wages at overtime wage rates;
- 3 2. For liquidated damages equal to the amount of unpaid compensation;
- 4 3. For pre-judgment interest on any unpaid overtime compensation from the date such
- 5 amounts were due;
- 6 4. For reasonable attorney's fees and for costs of suit incurred herein pursuant to the FLSA,
- 7 29 U.S.C. § 216(b); and
- 8 5. For such other and further relief as the Court may deem appropriate.
- 9

10 **ON THE FOURTEENTH CAUSE OF ACTION**

- 11 1. For general unpaid minimum wages;
- 12 2. For liquidated damages equal to the amount of unpaid compensation;
- 13 3. For pre-judgment interest on any unpaid minimum wages from the date such amounts were
- 14 due;
- 15 4. For reasonable attorney's fees and for costs of suit incurred herein pursuant to the FLSA,
- 16 29 U.S.C. § 216(b); and
- 17 5. For such other and further relief as the Court may deem appropriate.
- 18
- 19

20 DATED: October 9, 2012

The Law Offices of Pawel R. Sasik

21 By: 
22 _____

23 Pawel R. Sasik

24 Attorney for Plaintiffs, as an individual and
25 on behalf of all others similarly situated.

26

27

28



**Service of Process
Transmittal**

11/02/2012

CT Log Number 521535699



TO: David Negus, Comptroller
Lululemon
400-1818 Cornwall Ave
Vancouver, BC V6J 1C7

RE: Process Served in California

FOR: Lululemon USA Inc. (Domestic State: NV)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Rebekah Geare, etc. and Rain Mitchell, etc., Pltfs. vs. Lululemon USA Inc., et al., Dfts.

DOCUMENT(S) SERVED: Notice(s), Mailing/Service List

COURT/AGENCY: Los Angeles County - Superior Court - Hill Street, CA
Case # BC493741

NATURE OF ACTION: Employee Litigation - Notice of Claims Seeking Penalties pursuant to California Labor Code Section 2698, et seq.

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Certified Mail on 11/02/2012 postmarked on 10/31/2012

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): Pawel R. Sasik
The Law Offices of Pawel R. Sasik
5350 Topanga Canyon Boulevard
Woodland Hills, CA 91364
310-571-5206

REMARKS: Document checked to indicate intended entity

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex International Economy , 794002236984
Email Notification, David Chau dchau@lululemon.com

SIGNED: C T Corporation System
PER: Nancy Flores
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

Page 1 of 2 / FG

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



**Service of Process
Transmittal**

11/02/2012

CT Log Number 521535699

TO: David Negus, Comptroller
Lululemon
400-1818 Cornwall Ave
Vancouver, BC V6J 1C7

RE: Process Served in California

FOR: Lululemon USA Inc. (Domestic State: NV)

DOCKET HISTORY:

DOCUMENT(S) SERVED:	DATE AND HOUR OF SERVICE:	TO:	CT LOG NUMBER:
Summons, Cover Sheet, Addendum and Statement, Notice, ADR Information Package, Complaint	By Process Server on 10/22/2012 at 13:25	David Negus, Comptroller Lululemon	521460059

Page 2 of 2 / FG

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THE LAW OFFICES OF
PAWEL R. SASIK

Main Office: 5350 Topanga Canyon Boulevard, Woodland Hills, California 91364*
Phone: (310) 571-5206

October 29, 2012

VIA CERTIFIED MAIL
(Please see the attached "Mailing/Service List")

9414 7112 0108 0719 3639 35

CERTIFIED MAIL
TRACKING NUMBER

Addressees:

1. **Lululemon USA Inc. c/o CT Corporation System, 818 W Seventh St, Los Angeles California 90017**

Additional Addressee:

1. State of California Labor & Workforce Development Agency: Marty Morgenstern;

**Re: Notice of Claims Seeking Penalties Pursuant to California Labor Code Section 2698, et seq.
Geare and Mitchell v. Lululemon USA Inc.**

Dear Addressees,

Rebekah Geare ("GEARE") and Rain Mitchell ("MITCHELL"), collectively ("PLAINTIFFS"), have retained my firm and the Law Office of Andrew Sokolowski to represent them regarding the matters set forth below, and I am providing this notice on their behalf.

Pursuant to Labor Code sections 2698 et seq., including, but not limited to sections 2699, 2699.3, and 2699.5, this letter is notice of PLAINTIFFS' intent to seek penalties against DEFENDANT, as DEFENDANT is defined below, pertaining to violations of various laws, statutes and rules & regulations as they pertain to PLAINTIFFS and other similarly situated current employees and former California employees of LULULEMON USA INC.

LULULEMON USA Inc., hereinafter ("LULULEMON" or "DEFENDANT") is a Corporation organized and existing under the laws of the State of Nevada. LULULEMON is registered to do business in California and may be served with process by serving its registered agent for service of process, C T Corporation System 818 West Seventh Street, Los Angeles, California 90017.

DEFENDANT violated Labor Code sections 201, 202, 203, 204, 206, 207, 208, 210, 212, 226, 226(a), 226(c), 226(e), 226.7, 227.3, 510, 512, 551, 552, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198 and 2802. In addition, DEFENDANT violated Title 8 Cal. Code of Regulations section 11070, Sections: 3. Hours and Days of Week, 4. Minimum Wages, 5. Reporting Time Pay, 7. Records, 11. Meal Periods, 12. Rest Periods, 14. Seats, 22. Posting of Order, DEFENDANT also violated the Industrial Welfare Commission Order No. 7-2001, Sections: 3. Hours and Days of Week, 4. Minimum Wages, 5. Reporting Time Pay, 7. Records, 11. Meal Periods, 12. Rest Periods, 14. Seats, 22. Posting of Order.

PLAINTIFFS are, and, at all times mentioned herein were, residents of Los Angeles County, California, and employees of DEFENDANT, at one of DEFENDANT's numerous retail store locations. DEFENDANT operates approximately 30 retail locations across California. Each location employs many retail workers at any given time.

In approximately July of 2011 GEARE entered into an employment agreement with DEFENDANT, the substance and essential terms of which were that (1) GEARE would be hired as an Educator for DEFENDANT, (2) GEARE would earn \$ 12.00 per hour, and (3) GEARE would receive additional compensation, including but not limited to, company benefits, bonus pay, commission pay and vacation compensation. Other similarly situated employees and former employees entered into similar contracts with DEFENDANT. DEFENDANT did, in fact, hire GEARE (and other similarly situated employees and former employees), and GEARE worked for DEFENDANT, at DEFENDANT's place of business, per the employment agreement. During the agreement, GEARE satisfied her duties pursuant to the employment agreement. During GEARE's (and similarly situated employees' and former employees') employment with DEFENDANT, GEARE's (and similarly situated employees and former employees) responsibilities included, assisting customers with purchases, assisting in daily retail operations, and other retail related services.

During GEARE's (and similar situated employees' and former employees') employment with DEFENDANT, and under DEFENDANT's, instruction, GEARE (and similarly situated employees and former employees) satisfactorily performed all of GEARE's (and similarly situated employees' and former employees') agreed upon duties and contractual obligations. GEARE (and similarly situated employees and former employees) worked more than 50% of her (their) working hours performing non-managerial activities. GEARE (and similarly situated employees and former employees) did not: (1) primarily engage in the management of LULULEMON or a customarily recognized department or subdivision thereof; (2) customarily and regularly direct the work of at least two other full-time employees or the equivalent; (3) did not have the authority to hire and fire other employees; (4) customarily and regularly exercise discretion and independent judgment in the performance of employee's duties; and (5) spend less than 50% of her (their) work time engaged in non-managerial work. GEARE (and similarly situated employees and former employees) routinely entered the hours she (they) worked to track and record her (their) time per DEFENDANT's tracking system.

In approximately March of 2010 MITCHELL entered into an employment agreement with DEFENDANT, the substance and essential terms of which were that (1) MITCHELL would be hired as an Educator for DEFENDANT, (2) MITCHELL would earn \$ 11.00 per hour, and (3) MITCHELL would receive additional compensation, including but not limited to, company benefits, bonus pay, commission pay and vacation compensation. Other similarly situated employees and former employees entered into similar contracts with DEFENDANT. DEFENDANT did, in fact, hire MITCHELL (and other similarly situated employees and former employees), and MITCHELL worked for DEFENDANT, at DEFENDANT's place of business, per the employment agreement. During the agreement, MITCHELL satisfied her duties pursuant to the employment agreement. During MITCHELL's (and similarly situated employees' and former employees') employment with DEFENDANT, MITCHELL's (and similarly situated employees and former employees) responsibilities included, assisting customers with purchases, assisting in daily retail operations, and other retail related services.

During MITCHELL's (and similar situated employees' and former employees') employment with DEFENDANT, and under DEFENDANT's, instruction, MITCHELL (and similarly situated employees and former employees) satisfactorily performed all of MITCHELL's (and similarly situated employees' and former employees') agreed upon duties and contractual obligations. MITCHELL (and similarly situated employees and former employees) worked more than 50% of her (their) working hours performing non-managerial activities. MITCHELL (and similarly situated employees and former employees) did not: (1) primarily engage in the management of LULULEMON or a customarily recognized department or subdivision thereof; (2) customarily and regularly direct the work of at least two other full-time employees or the equivalent; (3) did not have the authority to hire and fire other employees; (4) customarily and regularly exercise discretion and independent judgment in the performance of employee's duties; and (5) spend less than 50% of her (their) work time engaged in non-managerial work. MITCHELL (and similarly situated employees and former employees)

routinely entered the hours she (they) worked to track and record her (their) time per DEFENDANT's tracking system.

In approximately August of 2010 MITCHELL was promoted by Defendant, and entered into an employment agreement with DEFENDANT, the substance and essential terms of which were that (1) MITCHELL would be hired as a Key Holder for DEFENDANT, (2) MITCHELL would earn \$ 13.00 per hour, and (3) MITCHELL would receive additional compensation, including but not limited to, company benefits, bonus pay, commission pay and vacation compensation. Other similarly situated employees and former employees entered into similar contracts with DEFENDANT. DEFENDANT did, in fact, hire MITCHELL (and other similarly situated employees and former employees), and MITCHELL worked for DEFENDANT, at DEFENDANT's place of business, per the employment agreement. During the agreement, MITCHELL satisfied her duties pursuant to the employment agreement. During MITCHELL's (and similarly situated employees' and former employees') employment with DEFENDANT, MITCHELL's (and similarly situated employees and former employees) responsibilities included, assisting customers with purchases, assisting in daily retail operations, and other retail related services.

During MITCHELL's (and similar situated employees' and former employees') employment with DEFENDANT, and under DEFENDANT's, instruction, MITCHELL (and similarly situated employees and former employees) satisfactorily performed all of MITCHELL's (and similarly situated employees' and former employees') agreed upon duties and contractual obligations. MITCHELL (and similarly situated employees and former employees) worked more than 50% of her (their) working hours performing non-managerial activities. MITCHELL (and similarly situated employees and former employees) did not: (1) primarily engage in the management of LULULEMON or a customarily recognized department or subdivision thereof; (2) customarily and regularly direct the work of at least two other full-time employees or the equivalent; (3) did not have the authority to hire and fire other employees; (4) customarily and regularly exercise discretion and independent judgment in the performance of employee's duties; and (5) spend less than 50% of her (their) work time engaged in non-managerial work. MITCHELL (and similarly situated employees and former employees) routinely entered the hours she (they) worked to track and record her (their) time per DEFENDANT's tracking system.

GEARE and MITCHELL no longer work for DEFENDANT.

Although DEFENDANT provided PLAINTIFFS (and similarly situated employees and former employees) with some compensation during PLAINTIFFS' (and similarly situated employees' and former employees') employment, DEFENDANT, on numerous occasions, paid PLAINTIFFS (and similarly situated employees and former employees) at an hourly rate that was lower than the agreed upon rate and/or at a rate that did not reflect overtime worked by PLAINTIFFS (and similarly situated employees and former employees). Additionally, DEFENDANT did not pay PLAINTIFFS overtime, and did not provide them with agreed-upon benefits and other compensation.

DEFENDANT did not pay PLAINTIFFS (and similarly situated employees and former employees) twice during each calendar month, on days designated in advance by the employer as the regular paydays. DEFENDANT did not pay for labor performed between the 1st and 15th days, inclusive, of any calendar month between the 16th and the 26th day of the month during which the labor was performed, nor did DEFENDANT pay for labor performed between the 16th and the last day, inclusive, of any calendar month, between the 1st and 10th day of the following month.

DEFENDANT, did not pay PLAINTIFFS (and similarly situated employees and former employees) all pay due and owing twice during each calendar month.

Additionally, DEFENDANT did not, semimonthly or at the time of each payment of wages, furnish PLAINTIFFS (and similarly situated employees and former employees), with an accurate itemized statement in writing showing gross wages earned, total hours worked by PLAINTIFFS, (and similarly situated employees and former employees) all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and his or her social security number (or the last four digits of his or her social security number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

During PLAINTIFFS' (and similarly situated employees' and former employees') employment with DEFENDANT, DEFENDANT often required PLAINTIFFS (and similarly situated employees and former employees) to work for more than forty (40) hours per week and more than eight (8) hours per day. On numerous occasions PLAINTIFFS' (and similarly situated employees' and former employees') time worked and time recorded (on time sheets) exceeded forty (40) hours per week and eight (8) hours per day, and even though DEFENDANT was aware of the overtime PLAINTIFFS (and similarly situated employees and former employees) had worked, DEFENDANT failed to pay PLAINTIFFS (and similarly situated employees and former employees) proper and accurate overtime pay, despite the requirements of California law.

On numerous occasions, DEFENDANT would require PLAINTIFFS (and similarly situated employees and former employees) to work off-the-clock for DEFENDANT and DEFENDANT did not pay PLAINTIFFS (and similarly situated employees and former employees) for the off-the-clock work performed.

DEFENDANT required PLAINTIFFS (and similarly situated employees and former employees) to report to their scheduled shifts 10 minutes early without pay. DEFENDANT also required PLAINTIFFS (and similarly situated employees and former employees) to attend various events and promotions for DEFENDANT's benefit without compensating PLAINTIFFS for all time worked. Furthermore, DEFENDANT also required PLAINTIFFS to call other employees outside of their regularly scheduled hours, and without pay, in order to arrange and schedule their shifts.

During PLAINTIFFS' (and similarly situated employees' and former employees') employment with DEFENDANT, DEFENDANT often required PLAINTIFFS (and similarly situated employees and former employees) to work through rest periods and meal breaks, such that PLAINTIFFS (and similarly situated employees and former employees) did not receive their rest periods or meal breaks. PLAINTIFFS (and similarly situated employees and former employees) did not receive their rest periods or meal breaks even though DEFENDANT was aware that PLAINTIFFS (and similarly situated employees and former employees) were not receiving such rest periods and meal breaks. Despite such knowledge on the part of DEFENDANT, DEFENDANT failed to pay PLAINTIFFS (and similarly situated employees and former employees) penalties, despite the requirements of California law.

During PLAINTIFFS' (and similarly situated employees' and former employees') employment with DEFENDANT, PLAINTIFFS (and similarly situated employees and former employees) incurred costs, expenses and losses, on DEFENDANT's behalf, while performing work for DEFENDANT. DEFENDANT knew, or should have known, that PLAINTIFFS incurred costs, expenses, and losses on its behalf, and to its benefit, and did not reimburse PLAINTIFFS for their costs, expenses and losses.

On numerous occasions, DEFENDANT would require PLAINTIFFS (and similarly situated employees and former employees) to not clock in before the beginning of a work day to avoid having PLAINTIFF (and similarly situated employees and former employees) work more than (8) hours per day and or (40) hours per